

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 73 PAGES		
2. CONTRACT NO.		3. SOLICITATION NO. W912WJ-05-R-0011		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 03 May 2005		6. REQUISITION/PURCHASE NO. W13G86-5082-2492		
7. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751 CODE W912WJ TEL: FAX: 978-318-8207				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 CODE TEL: FAX:						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Item 7</u> until <u>04:30 PM</u> local time <u>03 Jun 2005</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME DAVID M DILKS			B. TELEPHONE (Include area code) (NO COLLECT CALLS) 987-318-8869			C. E-MAIL ADDRESS david.m.dilks@usace.army.mil		
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE			18. OFFER DATE	
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM	
24. ADMINISTERED BY (If other than Item 7)			CODE			25. PAYMENT WILL BE MADE BY			CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

Section B - Supplies or Services and Prices

B.1 Contract Definition – This is an indefinite delivery/indefinite quantity contract for Facility Support and Management for the Engineering Directorate, 94th Regional Readiness Command at various U.S. Army Reserve Facilities in New England. Task Orders will be issued on a site-specific basis. Task Orders will be issued as Firm-Fixed Price.

B.2 Pricing – Specific tasks and pricing information for work to be performed under these contracts will be included in each Task Order. Certain cost data and information is to be provided with your proposal.

B.3 Contract Amount – The total amount of the contract awarded under this solicitation shall not exceed \$3,500,000.00. The contractor is guaranteed a minimum amount of \$30,000.00.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

**REGIONAL FACILITY MANAGEMENT SUPPORT
ENGINEERING DIRECTORATE
94TH REGIONAL READINESS COMMAND**

PERFORMANCE WORK STATEMENT

1. **Background:** The 94th Regional Readiness Command (RRC) has full responsibility for Real Property ownership and Base Operations (BASOPS) support within the six New England states. Inherent is the responsibility to ensure the buildings and grounds are properly monitored and maintained to meet the functional, appearance, safety, security and environmental standards of a federal workplace. In addition, numerous items of information and customer/vendor interfaces are required on an ongoing basis. Due to the limited staffing of the 94th RRC Installation Management office at Devens, Massachusetts, and the time-distance factors of the dispersed facility locations, it is not possible for the 94th RRC Installation Management Office to provide a frequent physical presence and the on site assistance necessary to meet these responsibilities.
2. **General Information:** This performance work statement provides for ongoing facility support and management to the U.S. Army Reserve facilities located in Massachusetts, New Hampshire, Vermont, Rhode Island, Connecticut and Maine. The Reserve properties are broken into 6 areas. Area 1 contains 7 properties in Connecticut, Area 2 contains 1 property in Massachusetts and 6 properties in Rhode Island, Area 3 contains 2 properties in New Hampshire and 5 properties in Vermont, Area 4 contains 2 properties in Connecticut and 5 properties in Massachusetts, Area 5 contains 10 properties in Massachusetts and Area 6 contains 4 properties in Maine and 3 properties in New Hampshire. A complete list of facilities to be supported by Area is included as Appendix A. The Regional Facility Managers (RFM) hired as part of this service contract must also provide continual feedback to the 94th RRC Installation Management on facility related matters. In addition, this service is also designed to provide key input and oversight for facility improvements that would improve on the functionality and aesthetics of the facility. Facilities are loosely defined as buildings, grounds, and natural and man-made features at each property location.

The contractor, as an independent agent, and not as an agent of the Government, shall provide the personnel, expertise, materials, and equipment, unless otherwise specified, necessary to complete the requirements of this performance work statement as outlined below. This is an Indefinite Delivery/Indefinite Quantity Contract (IDIQ). The U.S. Army Corps of Engineers (USACE) will prepare a specific statement of work for each task order that is issued. Contract task orders may or may not use all provisions of this section; and additional requirements may or may not be added.

3. **Personnel:**
 - 3.1 **Requirements.** Contractor shall be responsible for hiring, training and supervising all Regional Facility Managers. The personnel hired are the major component of this effort. The contractor cannot substitute Regional Facility Personnel without the approval of the Contracting Officer. The 94th RRC Installation Management shall provide training on specific tasks that are required by the Department of Defense, United States Army or Army Reserve, or other Government agency as required. Personnel shall possess, at minimum, working computer knowledge of the Windows 2000/XP operating system, Microsoft Word and Excel programs, Outlook 2000 email program and have the skills to utilize and navigate the Internet. Personnel shall be able to write memos, use email and develop and use spreadsheets. Personnel shall possess the knowledge and skill to perform minor maintenance and repair on facilities such as change light bulbs, change ceiling tiles, and various other duties as deemed appropriate by the Contracting Officer. The nature of these minor maintenance and repair do not normally require a professional license. Personnel must possess and maintain a valid U.S. driver's license, obtain and maintain a military driver's license, and

obtain and maintain a favorable DOA background investigation. Personnel must possess a working knowledge of the building maintenance trade and building systems .

Relocation expenses will not be a part of this contract. The personnel hired must be located within the local commuting area of the facilities such that they can respond to all issues that may arise.

- 3.2 **Staffing:** The tasks outlined within this statement of work are expected to be accomplished within a 40-hour week (M-F, 0730-1600 hours). Adjustments in the 40-hour schedule may occur at the option of the Government. However, support for emergency and urgent matters must be available seven days a week. All emergencies shall be responded to within 1 hour unless other arrangements have been made with the 94th. The RFM will contact the 94th RRC Installation Management as soon as possible to detail the circumstances of the emergency and all actions taken. In the course of any given period, situations may arise requiring additional or daily visits to a specific site. For estimating purposes, assume a maximum of 50 hours per Regional Facility Manager of overtime and 20 hours per Regional Facility Manager of premium time (Sundays and holidays) per year (in addition to the 40-hour week). All hours above the 40-hour week must be approved in writing by the 94th RRC Installation Management prior to their performance. The contractor shall provide a separate line item in their bid for these hours. These contract line items will be awarded with the contract but will not be charged without the 94th RRC Installation Management authorization. Pre-approved labor costs that exceed the 50/20-hour limits will be paid by the Government.
- 3.3 **Travel:** It is expected that extensive travel will be required for this performance work effort within the New England region. Anticipate monthly travel to Devens Reserve Forces Training Area or other facilities within the New England area for coordination meetings with the 94th RRC Installation Management. Normal travel will be conducted using the Government provided GSA vehicles. Within five business days of award, the contractor must provide proof to the Contracting Officer of liability insurance to cover employee injury and potential damages to GSA vehicles in the event of an accident. The contractor must provide other travel expenses and travel arrangements. All travel shall be paid in accordance with the Joint Travel Regulation (JTR). Overnight stay will be required from time to time. Anticipate a maximum of 15 overnight stays per Regional Facility Manager during the contract year in the New England area. The contractor will be expected to secure Government rates at hotels and will be reimbursed for meals at the Government per diem rate for those associated with the overnight stay. For estimating purposes, the contractor shall carry a cost of \$3,000 per year per Regional Facility Manager.

On rare occasions, travel outside the region may occur for meetings and training updates. Examples of which would be travel for conferences and/or training classes outside of the New England region that will result in airfare and overnight accommodations. The 94th Installation Management Division will approve all travel outside the region prior to making travel arrangements. The Government will reimburse the contractor for expenses normally associated with these efforts IAW the procedures for government related travel reimbursement as outlined in the Joint Travel Regulation. Travel outside of the United States is not anticipated as part of this delivery order.

4. **Equipment:** Project equipment and support shall be provided as outlined below.
- 4.1 Government will provide office space, telephone, cell phone, camera, computer and normal day-to-day copying support.
 - 4.2 Government will provide GSA vehicles for travel within the northeastern United States.
 - 4.3 Contractor shall provide proof of liability insurance within five business days of award to cover the use of the GSA vehicles immediately upon start of the contract.
 - 4.4 Government will provide software and software training for Army-specific software programs.
 - 4.5 Government will provide computers and computer maintenance support for the Regional Facility Managers.
 - 4.6 Government will provide maintenance tools to the Regional Facility Managers in order to accomplish maintenance and repairs as outlined in paragraph 5.

- 4.7 Regional Facility Managers will be required to sign a hand receipt (DA FORM 2062) for all items issued. Contractor will be required to replace all items lost, destroyed, stolen, etc. due to the negligence of the Regional Facility Manager.
- 4.8 Government will provide reimbursement for facility repair and maintenance expenses on the 94th RRC Installation Management pre-approved purchases (using the local purchase request form found in Appendix C). Contractor shall provide an instrument for making 94th Installation Management Division pre-approved local purchases (e.g., corporate credit card). Purchases shall not exceed \$40,000 per Regional Facility Manager during contract year without written approval from the 94th RRC Installation Management. Government shall reimburse the contractor for these purchases on a monthly basis. Contractor shall submit a monthly, itemized bill to the 94th RRC Installation Management for local purchase together with copies of receipts for pre-approved purchases.
5. **Specific Performance Requirements:** The overall objective is to ensure that the buildings and grounds at each property are properly monitored and maintained to meet the functional, appearance, safety, security and environmental standards of a federal workplace. Performance objectives and details are provided below and are summarized in the Performance Requirements Summary matrix provided in Appendix E. Appendix E also provides remedies and/or penalties for each performance objective.
 - 5.1 **Regular Site Visits.** The contractor shall routinely visit each facility no less than once every two weeks. A waiver of this requirement must be obtained in writing from the 94th Installation Management. Additional weekly visits may be necessary to meet the standards established in this performance work statement. It is up to the discretion of the contractor to manage the total number of site visits necessary to comply with the standards set forth in this performance work statement. The frequency of visits and cycle time is dependent on activities that are taking place at each facility. The contractor may need to visit some facilities daily to support specific activities such as unit deployments/activations, oversight and review of maintenance and repair contracts or contractors, and providing other contractors with access to unmanned sites. The contractor is required to sign in and out on the facility visitor's log for each visit.
 - 5.2 **Documentation of Site Conditions.** Facility conditions will be annotated on the facility checklist, included as Appendix B, and be submitted once a month to the 94th RRC Installation Management. There will be no more than two errors or omissions on each checklist submittal. Feedback will be provided by the 94th RRC (content and frequency of checklist may be changed upon agreement of contractor and the 94th RRC installation management.)
 - 5.3 **Satisfactory physical/functional condition of the building systems (i.e., HVAC, plumbing, electrical, structures, site utilities, finishes, etc.).** The contractor shall monitor the physical and functional condition of building systems. All systems are expected to operate within the parameters that they were originally designed. Conditions shall be noted on the facility checklist provided in Appendix B. The checklist should be submitted to the 94th RRC Installation Management at a minimum of monthly.
 - 5.4 **System Maintenance.** The contractor shall be responsible for system maintenance at each facility. This includes troubleshooting and identification of necessary repairs. The contractor shall ensure that the Government is made aware of systems that are failing or appear to be operating outside of functional tolerances. The contractor shall inform the Government of necessary emergency repairs within 4 hours of their identification, urgent repairs within 1 to 3 days of their identification and routine repairs within 1 to 30 days of their identification.
 - 5.5 **Timely Response to Corrective Actions and Repairs Needed at Facilities.** Following verbal notification to the 94th RRC Installation Management of site/center conditions and necessary corrective actions, to include emergency, routine and long term, the contractor shall prepare work requests/local purchase requests (see Appendix C), develop rudimentary drawings/sketches, create statements of work, provide cost estimates and procure bids from local vendors. All forms must be emailed to the 94th RRC Installation Management for approval prior to any work being accomplished. All estimates must be reviewed by the

94th Installation Management to determine whether they are fair and reasonable. Depending on the urgency of the corrective action and the ease of transmission, the request may be faxed for approval prior to any work being accomplished with approval. Contractor shall arrange for repair within 24 hours of receiving approval on an emergency repair. These actions shall either remediate the emergency, or reduce the repair from an emergency status to one where the component is functional, but requires additional repairs. (i.e. making the repair an urgent repair). Contractor shall arrange for repair within 3 days of receiving approval of an urgent repair, and within 30 days of an approved routine repair.

5.6 Supplies and Services for Facilities Identified and Purchased as Needed. Make reimbursable purchases not to exceed \$2,500 each (pre-approved by 94th RRC Installation Management via the purchase request) of supplies and services for facility maintenance and repairs utilizing the contractor corporate credit card (See paragraph 4.8.). It is required that the contractor obtain at least two estimates for all repairs between \$1,500 up to \$2,500. It is further required that if the contractor uses the same vendor more than 3 times for repairs under \$1,500 in the same month, the contractor must obtain a second estimate for this work. The Contractor shall solicit small and other socio-economically disadvantaged businesses whenever available, in accordance with FAR Part (a). With general contractor and Contracting Officer approval, make reimbursable purchases exceeding \$2,500 for emergency repairs but not to exceed \$5,000. Requests shall be processed within the timeframe specified in section 5.6. For estimating purposes, these repairs are subject to the \$40,000 maximum per facility per year.

5.7 Reimbursable Repairs. Contractor shall be able to make reimbursable repairs not to exceed \$25,000 with approval of general contractor and the Contracting Officer. Field representatives of the RFM Contractor do not have authority to enact these repairs without approval of the RFM Contractor. This shall include all manner of repair and maintenance deemed necessary by the 94th RRC Installation Management. Requests shall be processed within the timeframe specified in section 5.6. For estimating purposes, these repairs are subject to the \$40,000 maximum per facility per year (see section 4.8).

5.8 Oversight of existing contracts with local vendors. Contractor shall become familiar with existing contracts with local vendors. Monitor and report the performance of all local vendor contractors (custodial, grounds maintenance, refuse removal, snow removal, HVAC maintenance, construction, pest control fire suppression systems and others as deemed appropriate). This includes notifying the contract provider verbally and in writing, and the 94th RRC Installation Management in writing of non-compliant performance in accordance with (IAW) the existing service contracts and making recommendations for corrective action. Non-compliant performance will also be annotated on the DD Form 250 (see Appendix D) and corrective action taken. Maintain a written log or record of any findings of non-compliance and of verbal notifications. Copies of each existing contract shall be provided to the RFM for their use in exercising the requirements of this contract.

5.9 Timely submittal of Receiving Reports (DD Form 250s). Contractor shall properly prepare and submit receiving reports for all service contracts. The receiving reports must be submitted to the 94th RRC Installation Management no later than the 10th day of each month. The receiving reports shall be received by the time specified above and have no more than two (2) errors per region per month. All receiving reports will be returned to the respective contractor for correction and must be resubmitted within 24 hours of receipt.

5.10 Serve as the emergency point of contact for the designated facilities. The Regional Facility Manager will be notified in the event of an emergency at one of their facilities and must respond to all emergency calls within one hour (unless other arrangements have been made with the 94th). The Regional Facility Manager is responsible for coordinating actions associated with the emergency, including being on site if necessary.

5.11 Maintain Environmental Compliance at all facilities. Contractor shall monitor and report the status of environmental compliance at the facilities IAW Chapters 2 through 7 of AR 200-1 and 94th Environmental Protection Guide, and each facility's applicable 94th RRC Hazardous Waste Management Manual in

coordination with the 94th RRC Installation Management Environmental Division. AR200-1 can be accessed via the internet at: <http://www.army.mil/USARC>.

- 5.12 **Properly Store and dispose of hazardous materials.** Contractor shall monitor and advise on the storage, disposition, and accountability of hazardous materials/waste IAW Chapters 4 and 5 of AR 200-1. This includes checking logs and documentation, and filing quarterly reports to the 94th RRC Installation Management IAW 94th Environmental Protection Guide.
- 5.13 **Timely response to environmental spills or violations.** Contractor shall assist in the coordination of corrective actions in the event of environmental spills or violations under the guidance and direction of the 94th RRC Installation Management Environmental Division.
- 5.14 **Notify the 94th RRC Installation Management immediately by telephone of all environmental incidents (e.g. spills, releases, and accidents).** All incidents shall be reported to the 94th RRC within 15 minutes. Emergency contacts will be provided at the Kick Off Meeting.
- 5.15 **Timely response to 94th RRC Installation Management Information Requests.** Contractor shall obtain information or complete tasks relating to the facilities in the timeframe specified by the 94th RRC Installation Management (is not limited to but may include, complete the Installation Status Report, provide measurements, report on component status, review room occupancy, conduct facility surveys, etc.). All non-emergency requests for information shall be acknowledged (response to 94th RRC by phone or email) within 1 business day and responded to within time frame specified by the 94th RRC. All emergency requests shall be acknowledged (response to 94th RRC by phone or email) within 4 hours.
- 5.16 **Coordinate with facility tenants on access for local contractors, service providers and local support agencies on an as needed basis.** Requests for assistance from contractors, service providers, tenants and local agencies shall be acknowledged within 1 business day and responded to within the agreed upon time frame.
- 5.17 **Advise and inform Facility Coordinators and Center Commanders on matters pertaining to their site (e.g., improper use of the property, unit housekeeping problems, pending repairs and upcoming construction), on a minimum of a quarterly basis.**
- 5.18 **Act as liaison between the Facility Coordinators and the 94th RRC Installation Management, on a weekly basis.**
- 5.19 **Contractor shall assist Center Commanders in holding meetings, allocating space, resolving disputes and developing center utilization plans.** All non-emergency requests shall be acknowledged (by phone or email) within 1 to 3 business days and responded to within the time frame specified by the Center Commander.
- 5.20 **Contractor shall ensure that arms vaults and other security equipment function properly IAW Chapters 4 of AR 190-11 and AR 190-13.** Systems shall be evaluated for conformance on a quarterly basis. The contractor is responsible for documenting the conformance and providing the status to the 94th quarterly. Coordinate as needed on corrective actions and violations.
- 5.21 **Contractor shall ensure that facilities, storage areas, controlled materials, and other U.S. Army property meet government physical security standards IAW Chapters 3 and 4 of AR 190-51.** Coordinate with tenant units and 94th RRC as needed on corrective actions and violations.

5.22 Communication. The RFM Contractor and their field representatives must communicate with the 94th RRC on all matters concerning government managed facilities. All issues, irregularities or problems must be communicated to the 94th RRC via phone, email or in writing. The contractor shall use the following Chain of Command when communicating:

Vincent Ravgiala,	978-796-2052,	vicent.ravgiala@usar.army.mil
SFC Timothy Brown,	978-796-2242,	timothy.wade.brown@usar.army.mil
Maj Sean McDonald,	978-796-2240,	sean.mcdonald@usar.army.mil
Gary Puryear,	978-796-2238,	gary.puryear@usar.army.mil
Maj Mark Burton,	978-796-2249,	mark.burton@usar.army.mil
Leslie Gadsby,	978-784-3676,	leslie.gadsby@usar.army.mil

5.23 Payment Request Submission Requirements. The Contractor shall submit the following when submitting for payment, on a monthly basis, to the 94th RRC Installation Management Operations Division, Attn: Vincent Ravgiala:

- 5.23.1.1 Monthly Progress reports, by region, providing regional status of each of the specific performance requirements. These monthly reports must be signed by the field representatives and the contractor.
- 5.23.1.2 Completed Facility Checklists, Appendix B, for each facility.
- 5.23.1.3 Detailed invoice prepared notating contract number and charges detailed by CLIN Number.

6. **Materials:** Contractor shall purchase materials in order to make repairs as outlined in paragraph 4 and IAW procedures outlined in paragraph 5.6 and 5.7.
7. **Meetings:** The contractor shall assume a kick off meeting and quarterly progress review meetings with the 94th Installation Management Office and the Corps of Engineers. These meetings will be held in Devens, MA. During these meetings the contractor and Government shall review management systems, customer satisfaction and technical performance. A written status report of the meetings, including findings and recommendations, shall be submitted by the Contractor to the 94th RRC Installation Management Office and the Corps of Engineers. The 94th RRC reserves the right to call other meetings as necessary.
8. **MISCELLANEOUS:** If requested by the Government, the contractor may also be asked to perform the following tasks. If elected, costs will be negotiated and performed as a modification to the contract. These may include but are not limited to:
 - 8.1 Provide administration personnel.
 - 8.2 Provide major surveys (not to include land surveys), documentation and analysis on a wide range of facility management issues.
 - 8.3 Provide public relations assistance of all kinds as requested.
 - 8.4 Provide assistance in setting up and conducting workshops, conferences and other meetings in support of installation management issues.
9. **Options Years:**
 - 9.1 The contract base proposal shall be for 12 months. In addition, the contractor shall provide costs for 4 additional optional years.

10. **Schedule:** The contractor shall start this work within 15 calendar days from the notice to proceed. The first day of the project will be considered to be the kick off meeting that will be held at building 693 Devens Reserve Forces Training Area with the 94th RRC Installation Management Office and the Corps of Engineers.
 - 10.1 The total performance base period shall be twelve (12) months. In addition, there will be 4 option years that can be awarded at the discretion of the Government.
 - 10.2 The anticipated start for this contract date is 01 July 2005.

11. **Quality Assurance Surveillance Plan:**

- 11.1 Purpose: The purpose of the Quality Assurance Surveillance Plan is to describe how and when the Government will evaluate contractor performance according to the requirements of the performance work statement. The Quality Assurance Surveillance Plan for this Performance Work Statement is provided as Appendix F. As stated in the Quality Assurance Surveillance Plan, the Government will use a Monthly Contract Surveillance Checklist to document monthly performance. Objectives will be rated as either acceptable or unacceptable. For all unacceptable ratings, a written statement will be provided to the contractor which will detail the reasons for the unacceptable rating.

APPENDIX A

REGIONAL FACILITY MANAGER
PERFORMANCE WORK STATEMENT
APPENDIX A

FAC NO	CENTER	ADDRESS	CITY	ST	ZIP CODE
AREA 1					
CT001	DANBURY USARC	11 EAGLE ROAD	DANBURY	CT	06810
CT004	ILT JOHN S. TURNER USARC	180 HIGH STREET	FAIRFIELD	CT	06430
CT005	MIDDLETOWN USARC	499 MILE LANE	MIDDLETOWN	CT	06457
CT006	AMSA 69 (G)	26 SEEMANS LANE	MILFORD	CT	06460
CT007	SGT GEORGE D. LIBBY USARC	200 WINTERGREEN AVE.	NEW HAVEN	CT	06515
CT010	PAUL J. SUTCOVOY USARC	LYDIA STREET EXTENSION	WATERBURY	CT	06705
CT011	BERRY-ROSENBLATT USARC	700 SOUTH QUAKER LANE	WEST HARTFORD	CT	06110
AREA 2					
RI001	QUINTA-GAMELIN USARC	ASYLUM ROAD	BRISTOL	RI	02809
RI003	AMSA 68 (G)	42 ALBION ROAD	LINCOLN	RI	02865
RI004	FORT NATHANIEL GREENE USARC	970 OLD POINT JUDITH ROAD	NARRAGANSETT	RI	02882
RI006	JONATHAN H. HARWOOD JR. USARC	385 NIAGRA STREET	PROVIDENCE	RI	02907
RI007	ESEK HOPKINS AFRC	1 NARRAGANSETT STREET	PROVIDENCE	RI	02905
RI008	PVT. LLOYD S. COOPER USARC	885 SANDY LANE	WARWICK	RI	02886
MA021	GEORGE H. CROSSMAN USARC	130 ELDRIDGE STREET	TAUNTON	MA	02780
AREA 3					
NH004	KEENE USARC	682 MAIN STREET	KEENE	NH	03431
NH014	LONDONDERRY AFRC	64 HARVEY ROAD	LONDONDERRY	NH	03053
VT002	CHESTER MEMORIAL USARC	978 VT, RTE 11 WEST	CHESTER	VT	05143
VT003	SMITH-GOLDBERG USARC	10 BARNES AVE.	COLCHESTER	VT	05446
VT005	COURCELLE BROTHERS	16 NORTH STREET EXTENSION	RUTLAND	VT	05701
VT006	AMSA 160 (G)	26 ALLEN STREET	RUTLAND	VT	05701
VT010	BERLIN USARC	327 BARRE-MONTPELIER ROAD	BERLIN	VT	05602
AREA 4					
CT003	BG JOHN W. MIDDLETON USARC	22 PHELPS ROAD	EAST WINDSOR	CT	06088
CT012	AMSA 72 (G)	536 SPRING STREET	WINDSOR LOCKS	CT	06096
MA007	WESTOVER AFRC (BLDGS 5550, 5551)	160 AIRMAN DR., WESTOVER AFB	CHICOPEE	MA	01022
MA018	CHARLES W. WHITTLESEY USARC	200 BARKER ROAD	PITTSFIELD	MA	01201
MA020	ARTHUR MACARTHUR USARC	50 EAST STREET	SPRINGFIELD	MA	01104
MA022	LINCOLN W. STODDARD USARC	25 NORTH LAKE AVE.	WORCESTER	MA	01605
MA043	GRANBY TRAINING AREA	14 CARVER STREET	GRANBY	MA	01033
AREA 5					
MA002	ISG LAWRENCE O. PONCIN USARC	50 JOHN WILLIAMS STREET	ATTLEBORO	MA	02703
MA004	BOSTON AFRC (BARNES BLDG)	495 SUMMER STREET	BOSTON	MA	02210
MA005	BROCKTON USARC	124 MANLEY STREET	BROCKTON	MA	02401
MA006	CPL GORDON M. CRAIG USARC	915 W. CHESTNUT STREET	BROCKTON	MA	02401

MA008	1LT JOHN A. FERA USARC	72 NORTH STREET	DANVERS	MA	01923
MA014	HANSCOM AFB (BLDGS 1503, 1642, 1715)	55 GRENIER STREET	HANSCOM AFB	MA	01731
MA019	GUY CARDILLO USARC	675 AMERICAN LEGION HWY	ROSLINDALE	MA	02131
MA044	HANSCOM AFB BLDG 1105A	BLDG 1105A	HANSCOM AFB	MA	01731
MA048	P-1410 HQ 94TH RRC	11 SARATOGA BLVD	DEVENS	MA	01434
MA049	P-28 OMS	11 CHANNEL STREET	BOSTON	MA	02210

AREA 6

ME001	MG OLIVER O. HOWARD USARC	1072 MINOT AVE.	AUBURN	ME	04210
ME006	JULIAN P. CLUKEY USARC	54 PROSPECT STREET	DEXTER	ME	04930
ME010	CHARLES L. BUTLER USARC	101 FRANKLIN STREET	SACO	ME	04072
ME013	BANGOR AFRC	300 HILDRETH ST. SUITE 200	BANGOR	ME	04401
NH008	PAUL A. DOBLE USARC	125 COTTAGE STREET	PORTSMOUTH	NH	03801
NH009	RAYMOND BISSON USARC	70 ROCHESTER HILL ROAD	ROCHESTER	NH	03867
NH018	SOMERSWORTH USARC	TBD	SOMERSWORTH	NH	03878

APPENDIX B

REGIONAL FACILITY MANAGER			
PERFORMANCE WORK STATEMENT			
APPENDIX B - FACILITY CHECKLIST			
Facility Name:			Address:
Regional Fac Mgr:			
Center Commander:			
Facility Coordinator:			
Telephone:			
Date Visited:			
Personnel Present:			ARMS ROOM: DD Form4604-R
Categories	Condition		Remarks
CENTER			
Grounds			
Fencing			
Gates			
Lighting			
POV Parking/Lines			
Roadway			
Center Sign			
Sidewalks			
Drainage			
Catch Basin			
Curbing			
Landscaping			
Handicap Access			
Utilities			
Gas lines			
Power lines			
Water lines			
Sewer lines			
Power poles			
Fire alarm/sprinklers			
Fuel tanks			
Boiler			
Cooling system			
Heating lines			
Hot water heater			

Building Exterior			
Exterior Walls			
Windows & Screens			
Doors			
Overhead Doors			
Soffit/Facia			
Gutters			
Roof			
Flashings			
Caulking			
Equipment			
Fans			
Handicap Access			
Categories	Condition		Remarks
Building Interior			
Halls/Lobby			
Floors			
Walls			
Ceiling			
Lighting			
Cleanliness			
Administrative			
Floors			
Walls			
Ceiling			
Doors/Frames			
Closets			
Outlets			
Data/Phone Lines			
Lighting			
Thermostats			
Space Utilization			
Classroom			
Chalkboard			
Media			
Outlets			
Data/Phone Lines			
Floors			
Walls			
Ceiling			
Doors/Frames			
Lighting			
Drill Hall			

Floors			
Walls			
Ceilings			
Doors			
Outlets			
Lighting			
Heaters			
Kitchen			
Appliances			
Exhaust Hoods			
Water Supply			
Sinks			
Lights			
Outlets			
Floors			
Categories	Condition		Remarks
Male Latrine			
Toilets			
Urinals			
Sinks			
Showers			
Outlets			
Lights			
Lockers			
Floors			
Ceilings			
Walls			
Female Latrine			
Toilets			
Sinks			
Showers			
Outlets			
Lights			
Lockers			
Floors			
Ceilings			
Walls			
Supply/Storage			
Cages			
Walls			
Floors			
Ceiling			
Outlets			
Lighting			

Doors			
Janitors Closet			
Floors			
Walls			
Ceiling			
Sink			
Lights			
Electrical Room			
Panels			
Lounge			
Floors			
Walls			
Ceiling			
Lights			
Categories	Condition		Remarks
Maintenance Build.			
Grounds			
Fencing			
Gates			
Lighting			
MEP Parking/Lines			
Roadway			
Sidewalks			
Drainage			
Catch Basin			
Curbing			
Utilities			
Gas lines			
Power lines			
Water lines			
Sewer lines			
Power poles			
Fire alarm/sprinklers			
Fuel tanks			
Heating system			
Cooling system			
Building Exterior			
Exterior Walls			
Windows & Screens			
Doors			
Overhead Doors			
Soffit/Facia			
Gutters			

Roof			
Flashings			
Caulking			
Equipment			
Fans			
Handicap Access			
Floors			
Battery Storage			
Waste Oil Storage			
Lube Lines			
Compressor			
Welding Tanks			
Pits			
Motor Pool			
Fencing			
Pavement			
Wash Racks			
Lighting			
Storage Sheds			
Loading Ramp			

APPENDIX B GUIDELINES

GUIDELINE FOR COMPLETING CHECKLIST

For condition block the following letters will be used:

G for Green

A for Amber

R for Red

The following definitions will be used in determining the appropriate condition:

GREEN – good condition or minor wear with no impact on major systems.

AMBER – minor to moderate wear or condition with little or no impact on major system.

RED – moderate to severe wear or condition with moderate to severe impact on major system.

NOTE – major system includes but not limited to the plumbing, electrical, HVAC, and water distribution, etc.

Any condition rated Amber or Red must include a comment.

The Regional Facility Managers will be trained by the 94th RRC Installation Management on proper condition rating and definition explanation.

APPENDIX C

1. FACID/Location: _____

DATE: _____

METHOD: RFM Gov't Card: ☐ RFM Contractor Card: ☐ SF 1034: ☐ Gov't Card: ☐

(check one)

NOTE: All recurring services; Grounds, Custodial, Refuse, Snow, Heat Maint, Pest Control, Fire Safety, and Non-Engineer BASOPS,

Physical Security and ACOE, items must be charged to a Government Card. Contact Mr. Ravgiala or Ms. Koehler for these charges.

TRANSACTION TYPE: _____ **SERVICE:** _____ **SUPPLY:** ☐

Total cost of SERVICE and SUPPLY cannot exceed \$2,500

2. Request the following item(s) be purchased using the method described above:

<u>QTY</u>	<u>DETAILED DESCRIPTION</u>

3. Source of purchase: _____ 4. Total cost of purchase: \$ _____

5. Cardholder signature and Date: _____

(I certify the item/services identified have met the following conditions: 1. Fulfills a bona fide need to the Gov't 2. Items are authorized 3. Mandatory sources have been checked 4. Vendor has offered best/lowest price based upon the needs and conditions of this requirement)

6. IS THIS A PROPERTY BOOK ITEM? YES _____ NO _____ (If "no" skip to step 8)

7. Property Book Officer Signature & Date: _____

I certify the items listed within this request are non-expendable items and require property book or hand receipt accountability.

8. IS THIS An ADPE/Telecommunications Item? YES _____ NO _____ (If "no" skip to step 10)

9. Information Mgt Specialist Signature & Date: _____

The above cited ADPE/telecommunications equipment or service/printing or postage request is authorized and is approved for purchase

10. COMMENTS: _____

11. Request for purchase is : Approved: ☐ Disapproved: ☐

Approving Official, or designee, Signature: _____ Date: _____

Budget Official Signature: _____ Date: _____

BUDGET USE ONLY BELOW THIS LINE

APC: ☐

APPENDIX D
DD Form 250

APPENDIX E

APPENDIX E						
PERFORMANCE REQUIREMENTS SUMMARY						
DESIRED OUTCOME	PWS Paragraph number	PERFORMANCE OBJECTIVES/REQUIRED TASKS	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	REMEDIES AND PENALTIES
<i>Each Facility Must be Monitored on a Regular Basis</i>	5.1	Site Visits to Each Facility	Number of visits to each facility at certain intervals	# to be determined by Contractor but must be a minimum of 1 time every two weeks for each facility	Review of Facility Visitors Log, Periodic Checks with Facility Tenants. Documentation will be on monthly Contract Surveillance Checklist	Contractor will be penalized \$500.00 for each non-approved missed biweekly visit.
	5.1	Documentation of Site Visits	Facility Visitors Log must be filled out each time facility is visited	100% required	Review of visitor's log monthly (by COTR or designated appointee). Documentation of acceptance/non acceptance on Contract Surveillance Checklist	If unacceptable will factor in decision to award future years of contract
<i>Buildings and Systems Must remain in excellent condition/working order</i>	5.2	Facility Checklist Properly Filled Out	Accuracy, Quality and Timeliness	Checklist must be filled out accurately and submitted once per month to the 94th RRC Installation Management	Review of facility checklist by COTR or designated appointee. Documentation of quality and timing of submittal will be made on Contract Surveillance Checklist.	Contractor will be penalized \$300.00 per facility for incomplete or late (not submitted by the end of each month) checklists

	5.3	Monitor the physical/functional condition of the building systems including HVAC, plumbing, electrical, structures, site utilities etc	Timeliness	Building Systems must be evaluated at a minimum of 1 time per month and documented on Facility Checklist	Review of Facility Checklist by COTR or designated appointee. Random testing of systems. Documentation of quality will be made on Contract Surveillance Checklist.	If unacceptable will factor in decision to award future years of contract
	5.4	System Maintenance including troubleshooting and identification of repairs needed: Provide timely notification to 94th of items requiring maintenance	System is fully operational. System defects are identified for timely repair	The contractor shall let the 94th know within 4 hours for emergency, 1-3 days for urgent and 1-30 days for routine items that are failing or appear to be operating outside of functional tolerance. No more than 1 required situation may go unreported per month.	Customer review, periodic testing of equipment, review of facility checklist	If unacceptable will factor in decision to award future years of contract
	5.5	Preparation of work requests/local purchase requests, drawings, sketches, statements of work, cost estimates and procurement of bids for corrective actions	Notification and timeliness	Contractor must notify 94th of all pending corrective actions and receive approval prior to proceeding. Requests processed within 24 hours (emergency), 3 days (urgent) and 30 days (routine)	COTR/94th representative input, review of facility checklists and purchase requests	If unacceptable will factor in decision to award future years of contract

				from approval.		
	5.6	Reimbursable purchases less than \$2500 with pre-approval from 94th (supplies and services for facility maintenance and repair). Contractor responsible for QA of vendors	quality and cost	All repairs must be done within schedule and budget agreed upon by 94th representative	COTR/94th representative input, review of purchases and corrective actions. Documentation of 94th satisfaction will be made on the monthly Contract Surveillance Checklist	Contractor responsible for cost incurred for correction of faulty repairs/services by vendors
	5.6	Reimbursable emergency purchases less than \$5,000 with pre-approval from govt. Contractor responsible for QA of vendors	quality and cost	All repairs must be done within schedule and budget agreed upon by 94th representative	COTR/94th representative input, review of purchases and corrective actions. Documentation of 94th satisfaction will be made on the monthly Contract Surveillance Checklist	Contractor responsible for cost incurred for correction of faulty repairs/services by vendors
	5.7	Reimbursable repairs less than \$25,000 with pre-approval from govt. Contractor responsible for QA of vendors	quality and cost	All repairs must be done within schedule and budget agreed upon by 94th representative	COTR/94th representative input, review of purchases and corrective actions. Documentation of 94th satisfaction will be made on the monthly Contract Surveillance Checklist	Contractor responsible for correction of faulty repairs/services by vendors
	5.8	Oversight of Existing Contracts with Local Vendors including custodial, grounds maintenance, refuse removal, snow removal,	Notification and Documentation	Full notification and documentation on DD Form 250 of any non-compliant performance. Written log of	COTR/94th representative review and input. Documentation of satisfaction will be made on the monthly Contract Surveillance Checklist	If unacceptable will factor in decision to award future years of contract

		HVAC maintenance, construction, pest control, fire suppression and others		findings and verbal notifications to govt		
	5.9	Properly prepare and submit DD Form 250s for Government approval	quality and timeliness	Forms must have no more than two (2) errors per region per month. All forms must be submitted no later than the 10th day of each month	COTR/94th representative review and input. Quality and date of submittal will be documented on monthly Contract Surveillance Checklist	Forms with errors will be returned to contractor and must be resubmitted within 24 hours. Any interest or late fees incurred by the govt as a result of late or improperly prepared Forms will be charged to the contractor at 125%.
	5.10	Serve as Emergency POC for designated facilities	Availability and Responsiveness	Must respond to all emergency calls regarding facility within 1 hour	COTR/94th representative review and input. Customer satisfaction will be documented on monthly Contract Surveillance Checklist	If unacceptable will factor in decision to award future years of contract
Facility Must Comply with all Environmental Regulations						
	5.11	Monitor and Report Status of Environmental Compliance IAW Chapters 2 through 7 of AR 200-1 and 94th Environmental Protection Guide and each facility's applicable RRC Haz Waste Management Manual	Reporting and Violations	Contractor must submit quarterly report. Zero environmental enforcement actions.	COTR/94th representative review and input. Audits of Contractor records. Acceptance/Non-Acceptance will be documented on monthly Contractor Surveillance Checklist.	If unacceptable will factor in decision to award future years of contract

	5.12	Monitor and advise on storage, disposition and accountability of hazardous materials IAW Chapters 4 and 5 of AR 200-1. Includes checking logs and documentation and filing quarterly reports to 94th.	Reporting and violations	Contractor must submit quarterly report. Zero environmental enforcement actions.	COTR/94th representative review and input. Audits of Contractor records. Acceptance/Non-Acceptance will be documented on monthly Contractor Surveillance Checklist.	If unacceptable will factor in decision to award future years of contract
	5.13	Assist in coordination of corrective actions in the event of environmental spills or violations	Responsiveness	Contractor must be available to assist	COTR/94th representative review and input. Acceptance/Non-Acceptance will be documented on monthly Contractor Surveillance Checklist.	If unacceptable will factor in decision to award future years of contract
	5.14	Notify the 94th RRC Installation Mgmt immediately by telephone of all environmental incidents	Timeliness	all incidents must be reported within 15 minutes	COTR/94th representative review and provide input. Acceptance/non-acceptance documented on monthly Contractor Surveillance Checklist	If unacceptable will factor in decision to award future years of contract
Responsiveness to Customer and Tenant						
	5.15	Obtain information or complete tasks relating to facilities (Installation Status Report, provide measurements, report on component status, review room occupancy, facility surveys etc)	Timeliness	Requests for information acknowledged within 1 business day and responded to within time frame specified by 94th. All emergency requests must be acknowledged within 4 hours.	COTR/94th representative review and provide input. Acceptance/non-acceptance documented on monthly Contractor Surveillance Checklist	Contractor will be penalized \$300.00 per facility for incomplete or late (not submitted by the date required) submittals

	5.16	Coordinate with facility tenants on access for local contractors, service providers and local support agencies	Responsiveness	Requests for assistance from contractors, service providers, local agencies acknowledged within 1 business day and responded to within agreed upon timeframe.	COTR/94th representative review and provide input. Acceptance/non-acceptance documented on monthly Contractor Surveillance Checklist	If unacceptable will factor in decision to award future years of contract
Constant coordination with 94th and Facility						
	5.17	Advise and inform Facility Coordinators and Center Commanders on matters pertaining to their site	Responsiveness	Receive no complaints from Facility Coordinators and Center Commanders.	Input from Facility Coordinators and Center Commanders. COTR/94th representative will document satisfaction on monthly Contract Surveillance Checklist	If unacceptable will factor in decision to award future years of contract
	5.18	Act as liaison between the Facility Coordinators and the 94th RRC Installation Management	Responsiveness	Receive no complaints from Facility Coordinators and Center Commanders.	Input from Facility Coordinators and Center Commanders. COTR/94th representative will document satisfaction on monthly Contract Surveillance Checklist	If unacceptable will factor in decision to award future years of contract
	5.19	Assist Center Commanders in holding Meetings, allocating space, resolving disputes and developing center utilization plans.	Responsiveness	Receive no complaints from Facility Coordinators and Center Commanders.	Input from Facility Coordinators and Center Commanders. COTR/94th representative will document satisfaction on monthly Contract Surveillance Checklist	If unacceptable will factor in decision to award future years of contract
Maintain Security at						

Facilities						
	5.20	Ensure that arms vaults and other security equipment function properly IAW Chapters 4 of AR 190-11 and AR 190-13	Accuracy and timing	Contractor shall evaluate a minimum of monthly and document conformance. Status shall be provided to 94th quarterly. Contractor must notify 94th of corrective actions needed and coordinate them.	COTR/94th representative review and provide input. Acceptance/non-acceptance documented on monthly Contractor Surveillance Checklist	If unacceptable will factor in decision to award future years of contract
	5.21	Ensure that facilities, storage areas, controlled materials and other US Army Property meet government physical security standards IAW Chapters 3 and 4 of AR 190-51		Contractor shall evaluate a minimum of monthly and document conformance. Status shall be provided to 94th quarterly. Contract must notify 94th of corrective actions needed and coordinate them.	COTR/94th representative review and provide input. Acceptance/non-acceptance documented on monthly Contractor Surveillance Checklist	If unacceptable will factor in decision to award future years of contract

APPENDIX F**Appendix F**

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
Applicable for the
94TH REGIONAL FACILITY MANAGEMENT
PERFORMANCE WORK STATEMENT

1. INTRODUCTION

This Performance-Based Quality Assurance Surveillance Plan (QASP) has been developed pursuant to the requirements of the Performance Work Statement. This plan sets forth procedures and guidelines that the Government will use in evaluating the performance of the contractor. A copy of this QASP is included as an Appendix to the Work Statement so that the contractor is aware of the methods that the Government will employ in evaluating performance on this contract and address any concerns that the contractor may have prior to initiating work.

2. PURPOSE OF THE QASP

The QASP is intended to accomplish the following

- Define the roles and responsibilities of participating Government officials
- Define the types of work to be performed with required end results
- Describe the evaluation methods that will be employed by the Government in assessing the contractor's performance
- Provide copies of the Contract Surveillance Checklist that will be used by the Government in document and evaluating the contractor's performance; and
- Describe the remedies/penalties

3. ROLES AND RESPONSIBILITIES OF GOVERNMENT OFFICIALS

- a. **COTR.** The Contracting Officer's Technical Representative (COTR) will be responsible for monitoring, assessing, recording and reporting on the performance of the contractor on a day-to-day basis. S/he will have the primary responsibility for completing the "Contract Surveillance Checklist" which s/he will use to document the inspection and evaluation of the contractor's work performance. It is extremely important for the COTR to establish and maintain a team-oriented line of communication with the contractor's project manager (PM) and the PM's office staff in order to perform her/his monitoring functions. The COTR, Contracting Officer (CO),

and PM must work together as a team to ensure that required work is accomplished in an efficient and proper manner. Meetings should be held on a regular basis in order to resolve serious problems. Less serious problems should be discussed and resolved on an impromptu basis.

- b. **COR.** The Contracting Officer (CO) has overall responsibility for overseeing the contractor's performance. S/he will also be responsible for the day-to-day monitoring of the contractor's performance in the areas of contract compliance, contract administration, cost control and property control; reviewing the COTR's assessment of the contractor's performance; and resolving all differences between the COTR's version and the contractor's version. The CO may call upon the expertise of other Government individuals as required. The Contracting Officer's procurement authorities include the following:

FINAL authority for any decisions which produce an increase or decrease in the scope of the contract;

FINAL authority for any actions subject to the "Changes" clause;

FINAL authority for any decision to be rendered under the "Disputes" clause;

FINAL authority for negotiation and determination of indirect rates to be applied to the contract;

FINAL authority to approve the substitution or replacement of the Project Manager and other key personnel;

FINAL authority to approve the contractor's invoices for payment, subject to the Limitation of Costs clause and the Limitation of Funds clause;

FINAL authority to monitor and enforce Department of Labor promulgated labor requirements;

Authority to arrange for and supervise Quality Assurance activities under this contract;

Signatory authority for the issuance of all modifications to the contract.

4. IDENTIFICATION OF WORK TO BE PERFORMED

The specific requirements are provided in the Section 5 of the Performance Work Statement and in Appendix E (Performance Requirements Summary.)

5. RATING ELEMENTS AND STANDARDS OF PERFORMANCE

The Contractor's performance shall be evaluated by assessing each of the performance requirements in Section 5 of the Performance Work Statement. The Contractor's performance will be evaluated monthly and will be rated as acceptable or unacceptable. General rating elements and acceptable standards of performance are described below. Specific rating elements and acceptable standards are provided in the Performance Requirements Summary (Appendix E).

- a. Quality and Accuracy

- i. Completeness: Contractor addressed all of the requirements relating to the deliverable under review
 - ii. Deliverables meet criteria specified in Performance Work Statement
- b. Timeliness
 - i. Delivered/revised according to the schedule established in the contract or as modified by the CO
- c. Cost
 - i. Cost is within budget or at a cost savings to the Government
- d. Customer Satisfaction/Input
 - i. No complaints received from customer or tenants
- e. Notification
 - i. Notification provided by contractor within specified timeframe.
- f. Responsiveness
 - i. Contractor responds to situation or request for information/assistance within timeframe specified by PWS and the COTR.
- g. Reporting
 - i. Contractor documentation filled out accurately and completely

6. SURVEILLANCE METHODS

The following performance surveillance methods can be applied individually or in combination. The Performance Requirements Summary (Appendix E) contains details specific to each of the required tasks for the Performance Work Statement.

- a. Direct Observation. Observation of direct services and/or products is used to survey the requirements. Observations can be performed periodically or through 100% surveillance.
- b. User Survey. A random survey is conducted to solicit user satisfaction.
- c. Customer Review/Input. This method relies on the input from those using the services provided in the contract.
- d. Direct Review of Deliverable. This method evaluates the specific deliverable of a task.

All tasks provided in the Performance Work Statement will be evaluated on a monthly basis. The evaluation will primarily be conducted by the COTR and/or the CO. Evaluation will be documented monthly on the Contract Surveillance Checklist (Appendix G). Each performance objective will be rated as acceptable or unacceptable. For all unacceptable ratings, a written statement will be provided by the Government to the contractor stating the reason for the unacceptable rating.

7. REMEDIES/PENALTIES

Specific remedies and penalties for the specific contract requirements are provided in the Performance Requirements Summary. In general, all unacceptable ratings on the contract may affect the decision to award future years of the contract. A few of the tasks have additional monetary penalties associated with an unacceptable rating.

8. PERFORMANCE REQUIREMENTS SUMMARY AND SURVEILLANCE DOCUMENTATION

The Performance Requirements Summary (Appendix E) presents the tasks under surveillance, the surveillance methodology for each task, the acceptable performance level for each task and the remedy/penalty for each task. The Contract Surveillance Checklist, provided as Appendix G, will be used by the COTR to document performance. Performance for each task will be rated as acceptable or unacceptable based on the guidelines provided in Section 5 above.

APPENDIX G**APPENDIX G**

MONTHLY CONTRACT SURVEILLANCE CHECKLIST

REVIEWER						
DATE						
AREA/RFM						
PWS Paragraph number	PERFORMANCE OBJECTIVES/REQUIRED TASKS	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	ACCEPTABLE	UNACCEPTABLE	NOTES
5.1	Site Visits to Each Facility	Number of visits to each facility	# to be determined by Contractor but must be a minimum of 1 time every two weeks for each facility			
5.1	Documentation of Site Visits	Facility Visitors Log must be filled out each time facility is visited	100% required			
5.2	Facility Checklist Properly Filled Out	Accuracy and Timeliness	Checklist must be filled out accurately and submitted once per month to the 94th RRC Installation Management			
5.3	Monitor the physical/functional condition of the building systems including HVAC, plumbing, electrical, structures, site	Timeliness	Building Systems must be evaluated at a minimum of 1 time per month and documented on Facility Checklist			

	utilities etc					
5.4	System Maintenance including performance testing, troubleshooting and identification of repairs needed: Provide timely notification to 94th of items requiring maintenance	System is fully operational. System defects are identified for timely repair	The contractor shall let the 94th know within the following timeframes of items that are failing or appear to be operating outside of functional tolerance: emergency 4 hours, urgent 1-3 days, routine 1-30 days. No more than 1 required situation may go unreported per month.			
5.5	Preparation of work requests/local purchase requests, drawings, sketches, statements of work, cost estimates and procurement of bids for corrective actions	notification and timeliness	Contractor must notify 94th of all pending corrective actions and receive approval prior to proceeding. Requests processed within the following days from approval: 1 day for emergencies, 3 days for urgent, and 30 days for routine			
5.6	Reimbursable purchases less than \$2500 with pre-approval from 94th (supplies and services for facility maintenance and repair). Contractor responsible for QA of vendors	quality and cost	All repairs must be done within schedule and budget agreed upon by 94th representative			

5.6	Reimbursable emergency purchases less than \$5,000 with pre-approval from govt. Contractor responsible for QA of vendors	quality and cost	All repairs must be done within schedule and budget agreed upon by 94th representative			
5.7	Reimbursable repairs less than \$25,000 with pre-approval from govt. Contractor responsible for QA of vendors	quality and cost	All repairs must be done within schedule and budget agreed upon by 94th representative			
5.8	Oversight of Existing Contracts with Local Vendors including custodial, grounds maintenance, refuse removal, snow removal, HVAC maintenance, construction, pest control, fire suppression and others	Notification and Documentation	Full notification and documentation on DD Form 250 of any non-compliant performance. Written log of findings and verbal notifications to govt			
5.9	Properly prepare and submit DD Form 250s for Government approval	quality and timeliness	Forms must have no more than two (2) errors per region per month. All forms must be submitted no later than the 10th day of each month			
5.10	Serve as Emergency POC for designated facilities	Availability and Responsiveness	Must respond to all emergency calls regarding facility within 1 hour			

5.11	Monitor and Report Status of Environmental Compliance IAW Chapters 2 through 7 of AR 200-1 and 94th Environmental Protection Guide and each facility's applicable RRC Haz Waste Management Manual	Reporting and Violations	Contractor must submit quarterly report. Zero environmental enforcement actions.			
5.12	Monitor and advise on storage, disposition and accountability of hazardous materials IAW Chapters 4 and 5 of AR 200-1. Includes checking logs and documentation and filing quarterly reports to 94th.	Reporting and violations	Contractor must submit quarterly report. Zero environmental enforcement actions.			
5.13	Assist in coordination of corrective actions in the event of environmental spills or violations	Responsiveness	Contractor must be available to assist			
5.14	Notify the 94th RRC Installation Mgmt immediately by telephone of all environmental incidents	timeliness	all incidents must be reported within 15 minutes			
5.15	Obtain information or complete tasks relating to facilities (Installation Status Report, provide measurements, report on component status, review room occupancy, facility	Timeliness	Requests for information acknowledged within 1 business day and responded to within time frame specified by 94th. All emergency requests must be acknowledged			

	surveys etc)		within 4 hours.			
5.16	Coordinate with facility tenants on access for local contractors, service providers and local support agencies	Responsiveness	Requests for assistance from contractors, service providers, local agencies acknowledged within 1 business day and responded to within agreed upon timeframe.			
5.17	Advise and inform Facility Coordinators and Center Commanders on matters pertaining to their site	Responsiveness	Receive no complaints from Facility Coordinators and Center Commanders.			
5.18	Act as liaison between the Facility Coordinators and the 94th RRC Installation Management	Responsiveness	Receive no complaints from Facility Coordinators and Center Commanders.			
5.19	Assist Center Commanders in holding Meetings, allocating space, resolving disputes and developing center utilization plans.	Responsiveness	Receive no complaints from Facility Coordinators and Center Commanders.			
5.20	Ensure that arms vaults and other security equipment function properly IAW Chapters 4 of AR 190-11 and AR 190-13	Accuracy and timing	Contractor shall evaluate a minimum of monthly and document conformance. Status shall be provided to 94th			

			quarterly. Contractor must notify 94th of corrective actions needed and coordinate them.			
5.21	Ensure that facilities, storage areas, controlled materials and other US Army Property meet government physical security standards IAW Chapters 3 and 4 of AR 190-51	Accuracy and timing	Contractor shall evaluate a minimum of monthly and document conformance. Status shall be provided to 94th quarterly. Contract must notify 94th of corrective actions needed and coordinate them.			

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.246-14 INSPECTION OF TRANSPORTATION (APR 1984)

The Government has the right to inspect and test the Contractor's services, facilities, and equipment at all reasonable times. The Contractor shall furnish Government representatives with the free access and reasonable facilities and assistance required to accomplish their inspections and tests.

(End of clause)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

Section F - Deliveries or Performance

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52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 year of the date of award of the contract.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

PERIOD OF SERVICE

This contract has four optional periods. The Government may exercise an option for an additional period of service in less than one year. The total duration of this contract including the exercise of any optional periods shall not exceed 5 years.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and

act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

Section G - Contract Administration Data

SCA WAGE DETERMINATION

Service Contract Act Wage Determinations will be issued on a per-Task Order basis.

PROPOSALS FOR TASK ORDERS

PROPOSALS FOR INDIVIDUAL TASK ORDERS:

- (d) The Contractor will receive any and all requests for cost proposals in the form of a formal letter from Contracting Division, via regular mail or email. The Contractor shall not respond to any request for proposals from any other party outside of the Contracting Division.
- (e) The Request for Proposal letter will be accompanied with a Scope of Work, and may include government furnished information, and exhibits.
- (f) The Contractor will be responsible for submitting a full and detailed proposal to the Contracting Officer normally not later than 3 weeks after issuance of the request for proposal (each request for proposal will indicate specifically how many days are given for submission of the contractor's proposal.)
- (g) Upon the evaluation of the Contractor's proposal, negotiations will be scheduled (if necessary). After completion of successful negotiations, the Contracting Officer will issue a task order setting forth the completion date and a lump sum price for the work items, which are mutually agreed upon. Orders may be issued by mail, orally, by facsimile, or by electronic commerce methods.

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252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

CONTRACT MANPOWER REPORTING

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://contractormanpower.army.pentagon.mil>. The required information includes

- (h) Contracting Office, Contracting Officer, Contracting Officer's Representative;
- (i) Contract number, including task and delivery order number;
- (j) Beginning and ending dates covered by reporting period;
- (k) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (l) Estimated direct labor hours (including sub-contractors);
- (m) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (n) Total payments (including sub-contractors);
- (o) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (p) Estimated data collection cost;

- (q) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity which for New England District is W912WJ;
- (r) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (s) Presence of deployment or contingency contract language; and
- (t) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

Section H - Special Contract Requirements

Service Contract Act -Wage Determinations

All work is considered service and is covered by Service Wage Rates. The Service Contract Act covers all service employees wherever they perform their duties and whether they are off-site or on-site is not relevant. The wage rates for Bristol County, Massachusetts are included in this solicitation. Updated wage rates will be included in all future task orders. The inclusion of the Service Wage Rates in the solicitation is a statutory requirement. It is not a representation by the U.S. Army Corps of Engineers that any specific trade can perform any specific work task. What trades can perform what work tasks depends on and are determined by the prevailing area practice for the local area where the contract is being performed. It is the sole responsibility of the bidder/offeror (contractor) to determine and comply with the prevailing area practice (See Attachment #7).

SECURITY CLAUSE

In accordance with Engineering Regulation, ER-380-1-18, Section 4, foreign nationals who work on U.S. Army Corps of Engineers' (USACE) contracts or task orders shall be approved by Headquarters USACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontract employees. (NOTE: exception to the above requirement includes foreign nationals who perform janitorial and/or grounds maintenance services.) The contractor shall submit to the USACE New England Division - Contracts Branch, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the United States. Such documentation may include a U.S. Passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by INS which contains a photograph (INS Form I-688B).

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52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries

under this contract after **five years from the date of award of this contract.**

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years.**

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take

corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

INSURANCE REQUIRED

In accordance with CONTRACT CLAUSE titled "INSURANCE – WORK ON A GOVERNMENT INSTALLATION" the Contractor shall procure and maintain during the entire period of his performance under this contract the following kinds and minimum amounts of insurance:

TYPE	AMOUNT
Workmen's Compensation and Employers' Liability Insurance The Contractor shall comply with all applicable Workmen's Compensation Statutes and shall furnish evidence of Employers' Liability Insurance.	Not less than \$100,000
General Liability Insurance Bodily injury liability insurance on the comprehensive form of policy.	Minimum limits of \$500,000 per accident
Automobile Liability Insurance Damage liability insurance on the comprehensive form of policy and shall cover the operation of all automobiles used in performance of the contract.	Minimum limits of \$200,000 per person and \$500,000 per accident \$20,000 per accident for property damage.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.208-9	Contractor Use of Mandatory Sources of Supply	JUL 2004
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside	MAY 2004
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Code</u>	<u>Grade</u>	<u>Monetary Wage-Fringe Benefits</u>
Engineer Technician	29085	GS-9	\$21.29
Environmental Technician	29090	GS-7	\$17.41
Secretary	1311	GS-4	\$12.56

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp?strCat=8&strSubCat=6>

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

NOTE TO OFFERORS: Please pay special attention to Section K, Solicitation Provision 52.204-8, Annual Representations and Certifications (JAN 2005). All offerors must complete the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. Please ensure that your firm is registered in the Central Contractor Registration (CCR) database prior to completing the ORCA requirements.

The applicable NAICS Code and Size Standard for this procurement is as follows:

NAICS Code: 561210

Small Business Size Standard: \$30,000,000.00

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

- ___ Corporate entity (not tax-exempt);
- ___ Corporate entity (tax-exempt);
- ___ Government entity (Federal, State, or local);
- ___ Foreign government;
- ___ International organization per 26 CFR 1.6049-4;
- ___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(___) Paragraph (b) applies.

(___) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) () It has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

- (a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.
- (3) "Significant interest" means --
 - (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as a director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

PROPOSAL INFORMATION - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS ARE ATTACHED AND MADE PART OF THIS OFFER.**1. MAGNITUDE OF THIS PROJECT**

An Indefinite Delivery/Indefinite Quantity Service contract will be awarded for Facility Support and Management for the Engineering Directorate, 94th Regional Readiness Command at various U.S. Army Reserve Facilities located in Massachusetts, New Hampshire, Vermont, Rhode Island, Connecticut, and Maine. The duration of this contract shall be a one-year base period and, if exercised, 4 one-year option periods. This Service-Disabled Veteran-Owned Small Business set-aside contract will potentially have a total cumulative value of \$3,500,000.00, if all options are exercised and if all capacity is utilized. Task orders will be issued on an as needed basis and depending on the level of future project funding.

2. PROPOSALS

Offerors should submit proposals that addresses all the Evaluation Factors listed below. Proposals for the work described herein, will be received until the time and date established on Block 9 of Standard Form 33.

Proposals shall be sent to:

U.S. Army Corps of Engineers, New England District
ATTN: CENAE-CT (Mr. David Dilks)
696 Virginia Road
Concord, MA 01742

Note: Hand delivered proposals shall be delivered at the above address.

- 3. AMENDING THE SOLICITATION.** The government may change its requirements or terms and conditions before or after receipt of proposals. Such changes will be made through a solicitation amendment posted to the USACE web site. Amendments issued before the established time and date for receipt of proposals shall be issued to all parties receiving solicitations. Amendments issued after the established time and date for receipt of proposals shall be issued to all Offerors that have not been eliminated from the competition.

4. PROPOSAL FORMAT

The proposals shall be in the following format:

Proposal Document

VOLUME I – Factor 1, Technical Support; 1 Original, 2 copies, and 1 CD-ROM
Factor 2, Past Performance;
Factor 3, Business/Project Management Process

VOLUME II – Cost/Price 1 Original, 2 copies, and 1 CD-ROM

- (a)** Proposal Requirements. All volumes are to consist of single spaced typewritten pages using a font no less than 12 point. A minimum binding edge margin of 0.75 inches shall be used. A smaller type may be used on

charts, graphs, figures, diagrams and schematics to accommodate a “make it fit” software capability, however, all text must be legible and easily read. The page size of the Offeror’s proposal shall not exceed 8-1/2 inch by 11 inch. When included, foldout pages shall fold entirely within the volume and shall only be used for graphic representations. Each volume shall be contained within a 3-ring binder or spiral bound volumes.

- (b) All proposals shall contain the requirements stated herein and the volume number and name, address and telephone number of the Offeror on the cover shall identify every volume. Each volume shall also contain a Table of Contents, List of Tables, List of Figures, List of Appendices, List of Acronyms, and at the bottom left side of each page the volume number shall be included. The list of acronyms should include all acronyms appearing in the volume. The Offeror’s name, address, signature, and telephone number shall appear on any document to be evaluated.
- (c) Proposal clarity, organization (as requested in this solicitation) and cross-referencing are mandatory. No material shall be incorporated by reference. General cross-references or cross-referencing guides will not be considered as appropriate cross-references. In order for the proposal to receive an in-depth evaluation, it is necessary that the proposal be presented in a manner that will provide clarity, organization and cross referencing as required.

Each individual volume should have pages numbered in the lower right hand corner starting with the Offeror’s Name with Volume number then the page number of that Volume, for example: Offeror, III-7.

5. PROPOSAL CONTENT

The proposal must be complete and contain the Offerors most favorable terms. The proposal shall address and contain the information listed below. This information will be used by the Source Selection Evaluation Board (SSEB) to evaluate and rate each proposal.

- (a) Offerors are advised that their approach, conciseness and relevance of the proposal are important and unrelated information may reduce evaluation ratings. Proposals shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims and/or approaches. Proposals should not simply rephrase or restate the RFP’s objectives, but rather shall provide convincing rationale to address how the Offeror intends to meet these objectives. Offerors shall assume that the government has no prior knowledge of the Offerors’ experience, capability, etc.
- (b) Each volume shall be written to the greatest extent possible, on a standalone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Cross-referencing within proposal volumes is permitted where its use would conserve space without impairing clarity. If information required for proposal evaluation is not found in the section designated for its presentation, it is assumed to have been omitted from the proposal. Additionally, should the proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined to be "unacceptable" and thus ineligible for award.

6. VOLUME 1 – TECHNICAL EVALUATION FACTORS

All factors will be evaluated on the completeness, conciseness, and relevance of information provided. Proposals should provide **more than superficial** coverage of the information required below. These factors are listed in descending order of importance, with cost being less important than technical.

- (a) FACTOR 1 – Technical Support
 - a. Subfactor 1A, Technical Knowledge (Composed of the following Elements)

- i. Element 1A(1): Knowledge of facilities property management and repair. The Offeror must provide a detailed description of how its work on up to three past projects demonstrates knowledge of facilities property management and repair.
 - ii. Element 1A(2): Good management plan and oversight of field representatives. The Offeror must provide a detailed description of how its work on up to three past projects demonstrates a good management plan and oversight of field representatives.
 - iii. Element 1A(3): Knowledge of cost analysis and estimating skills. The Offeror must provide descriptions of applying cost analysis and estimating skills in up to three projects.
 - iv. Element 1A(4): Knowledge and the ability to produce scope of works for necessary repairs and the ability to produce rudimentary drawings. The Offeror must provide a detailed description of how its work on up to three past projects demonstrates a knowledge and ability to produce scopes of works for necessary repairs and rudimentary drawings
 - v. Element 1A(5): Knowledge of the Environmental Laws in the 6 New England States. The Offeror must provide a detailed description of how its work on up to three past projects demonstrates a knowledge of the Environmental Laws in the 6 New England States.
 - vi. Element 1A(6): Knowledge of the Department of Defense budgeting system. The Offeror must provide a detailed description of how its work on up to three past projects demonstrates knowledge of the Department of Defense budgeting System.
 - b. Subfactor 1B, Scheduling: Provide Schedule that demonstrates the plan on how the contractor will execute the management of facilities listed in appendix A in relation to scheduling and manpower.
- (b) FACTOR 2 – Past Performance
- a. Subfactor 2A: Relevant Past Performance – Proposal/reference review demonstrates that the contractor has acceptable levels of past performance and has conducted work on a similar scale to this effort. The Offeror must provide up to three examples of contracts/projects and detailed descriptions of these projects.
- (c) FACTOR 3 – Business/Project Management Process
- a. Subfactor 3A: Project Management Process (Composed of the following Elements)
 - i. Element 3A(1): Organizational Approach – The Offeror must provide a proposed organizational approach to this work effort. An example would be an organization chart identifying key management and professional staff available for this effort.
 - ii. Element 3A(2): Key Personnel – The Offeror must discuss roles and capabilities of personnel identified in the organizational approach section.
 - b. Subfactor 3B: Administrative Controls – The Offeror must provide a description of responsibilities for on-site RFMs, detail support elements relative to reporting and accounting (Program Management and Administration), and describe quality control procedures/responsibilities.

7. VOLUME II – COST/PRICE

Cost will be evaluated based on the Base Proposal and the Optional Items.

The contractor's Lump Sum Proposal shall be provided in a spreadsheet format showing all costs by tasks and including all labor, overhead, administrative and profit rates. The allowances stated herein shall be treated as a direct additive to the Base Contract. Overhead and administrative rates for these allowances are to be included in the labor, overhead, administrative and profit rates for the tasks. The contractor is to provide a separate spreadsheet breakdown for each option. These option spreadsheets shall show all costs by tasks and including all labor, overhead, administrative and profit rates.

The proposal shall be submitted in accordance with the following Work Breakdown Structure (to be provided for each Area):

Base Year Contract Administration and Project Management

Base Year Regular Labor
 Base Year Overtime and Premium Labor
 Base Year Materials/Repairs (includes reimbursable expenses)
 Base Year Travel
 Option Year 1 Contract Administration and Project Management
 Option Year 1 Regular Labor
 Option Year 1 Overtime and Premium Labor
 Option Year 1 Materials/Repairs (includes reimbursable expenses)
 Option Year 1 Travel
 Option Year 2 Contract Administration and Project Management
 Option Year 2 Regular Labor
 Option Year 2 Overtime and Premium Labor
 Option Year 2 Materials/Repairs (includes reimbursable expenses)
 Option Year 2 Travel
 Option Year 3 Contract Administration and Project Management
 Option Year 3 Regular Labor
 Option Year 3 Overtime and Premium Labor
 Option Year 3 Materials/Repairs (includes reimbursable expenses)
 Option Year 3 Travel
 Option Year 4 Contract Administration and Project Management
 Option Year 4 Regular Labor
 Option Year 4 Overtime and Premium Labor
 Option Year 4 Materials/Repairs (includes reimbursable expenses)
 Option Year 4 Travel

CLAUSES INCORPORATED BY FULL TEXT

52.003-4014 INQUIRIES

Telephone inquiries relating to this solicitation should be directed as follows:

New England District, Corps of Engineers
 Plans and Specifications,
 Prospective Bidders List,
 and Award Information David Dilks 978-318-8869

 Technical Inquiries..... Heather Sullivan 978-318-8543

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in

response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter

contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price Indefinite Delivery/Indefinite Quantity Service contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Sheila Winston-Vincuilla, Chief, Contracts Branch, Contracting Officer, US Army Engineer District, New England, 696 Virginia Road, Concord, MA, 01742-2751.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp?strCat=8&strSubCat=6>

(End of provision)

Section M - Evaluation Factors for Award

1. **SOURCE SELECTION:** All offers received in response to this solicitation will be evaluated in accordance with source selection procedures delineated below. The principal objective of this process is to make a contract award to the responsible Offeror whose proposal is determined by the Source Selection Authority (SSA) to be overall Best Value to the Government, price and other factors considered (the Best Value). The Government reserves the right to consider and evaluate information regarding past performance from sources outside the proposal. The process is designed to ensure the impartial, equitable, and comprehensive evaluation of all technically acceptable, responsible proposals received in response to this particular solicitation.
 - a. The source selection procedures will begin with an initial review of proposals and continue with a technical and cost evaluation conducted by the Source Selection Evaluation Board (SSEB). The Proposals will be evaluated based solely on the evaluation criteria identified in Section L. The SSEB will either make the final source selection decision or determine whether it is appropriate to engage in clarifications or communication. **The Government intends to award without discussions.** If appropriate, the SSEB will apply the tradeoff process in the Best Value Continuum.
 - b. The Government will award the contract resulting from this solicitation to the firm selected in accordance with the procedures described earlier in this paragraph. The Government may reject any or all offers if such action is determined to be in the best interest of the Government.
 - c. One contract will be awarded from this solicitation.
2. **BASIS FOR AWARD:** The Government intends to make award, without discussions, to the responsible offeror whose proposal conforms to the solicitation and is determined to be the Best Value to the Government in accordance with the following relationship between price/cost and technical merit. The technical evaluation factors, when combined, are significantly more important than cost or price (see relative weight of evaluation discussion below). The Government is more concerned with obtaining superior technical, management, quality, and/or past performance features than with making an award at the lowest overall price/cost to the Government. The closer the total evaluated technical scores of acceptable offers are to one another, the greater will be the importance of cost in making the award determination.
3. **PROJECT PRICING DATA EVALUATION:** The proposal submitted in response to this solicitation will not be point scored but will be subjectively evaluated to determine reasonableness, the adequacy and value of the cost data, whether the costs are realistic for the work to be performed, whether the costs reflect the offeror's understanding of the requirements, and whether the costs are consistent with the technical proposal. The subjectively evaluated cost information will be used along with the point -scored technical portions of the proposal to make selection for award. Since the evaluation of the cost proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected for award because of unreasonable, unrealistic, incomplete, inaccurate, or noncurrent cost proposal information pricing data.
4. **PAST PERFORMANCE AND EXPERIENCE**
 - a. In the course of evaluating offerors' proposals, the SSEB may contact references submitted by the offeror. The SSEB may also check past performance information obtained from sources other than those identified by the offeror. All gathered information will be used to evaluate the offeror's overall past performance.

- b. At no time during this process, nor during the debriefing, nor after award, will the names of individuals providing reference information about an offeror's past performance be revealed to the offerors or to any other party.
- c. Sheer numbers of confirmed negative comments may not give the offeror an overall rating of less than satisfactory. Negative comments in areas that are not of vital importance to the successful performance of this contract may not result in a rating of less than satisfactory. Conversely, one or only a few negative confirmed comments in areas of vital importance to the successful performance of this contract may render an overall past performance rating less than satisfactory.
- d. During the evaluation, the following facts will also be taken into consideration: the age and relevance of past performance information; the offeror's overall work record; if there are any problems identified, the number, type, and severity of the problems and the effectiveness of corrective actions taken.
- e. During the ranking process, the SSEB may also consider past performance information in evaluating overall risk associated with a particular offeror.

5. EVALUATION FACTORS:

All factors will be evaluated on the completeness, conciseness, and relevance of information provided. Proposals should provide **more than superficial** coverage of the information required below. These factors are listed in descending order of importance, with cost being less important than technical.

- a. FACTOR 1 – Technical Support
 - i. Subfactor 1A, Technical Knowledge (Composed of the following Elements)
 - 1. Element 1A(1): Knowledge of facilities property management and repair. The Offeror must provide a detailed description of how its work on up to three past projects demonstrates knowledge of facilities property management and repair.
 - 2. Element 1A(2): Good management plan and oversight of field representatives. The Offeror must provide a detailed description of how its work on up to three past projects demonstrates a good management plan and oversight of field representatives.
 - 3. Element 1A(3): Knowledge of cost analysis and estimating skills. The Offeror must provide descriptions of applying cost analysis and estimating skills in up to three projects.
 - 4. Element 1A(4): Knowledge and the ability to produce scope of works for necessary repairs and the ability to produce rudimentary drawings. The Offeror must provide a detailed description of how its work on up to three past projects demonstrates a knowledge and ability to produce scopes of works for necessary repairs and rudimentary drawings
 - 5. Element 1A(5): Knowledge of the Environmental Laws in the 6 New England States. The Offeror must provide a detailed description of how its work on up to three past projects demonstrates a knowledge of the Environmental Laws in the 6 New England States.
 - 6. Element 1A(6): Knowledge of the Department of Defense budgeting system. The Offeror must provide a detailed description of how its work on up to three past projects demonstrates knowledge of the Department of Defense budgeting System.
 - ii. Subfactor 1B, Scheduling: Provide Schedule that demonstrates the plan on how the contractor will execute the management of facilities listed in appendix A in relation to scheduling and manpower.
- b. FACTOR 2 – Past Performance
 - i. Subfactor 2A: Relevant Past Performance – Proposal/reference review demonstrates that the contractor has acceptable levels of past performance and has conducted work on a

similar scale to this effort. The Offeror must provide up to three examples of contracts/projects and detailed descriptions of these projects.

- c. **FACTOR 3 – Business/Project Management Process**
 - i. **Subfactor 3A: Project Management Process (Composed of the following Elements)**
 - 1. **Element 3A(1): Organizational Approach** – The Offeror must provide a proposed organizational approach to this work effort. An example would be an organization chart identifying key management and professional staff available for this effort.
 - 2. **Element 3A(2): Key Personnel** – The Offeror must discuss roles and capabilities of personnel identified in the organizational approach section.
 - ii. **Subfactor 3B: Administrative Controls** – The Offeror must provide a description of responsibilities for on-site RFMs, detail support elements relative to reporting and accounting (Program Management and Administration), and describe quality control procedures/responsibilities.
- d. **FACTOR 4 – Cost/Price**
 - i. **Cost/Price** will be evaluated on the Base Proposal and the Optional Line Items. The proposal submitted in response to this solicitation will not be point scored but will be evaluated to determine reasonableness, the adequacy and value of the cost data, whether the costs are realistic for the work to be performed, whether the costs reflect the offeror's understanding of the requirements, and whether the costs are consistent with the technical proposal. The evaluated cost information will be used along with the point-scored technical portions of the proposal to make selection for award. Since the evaluation of the cost proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected for award because of unreasonable, unrealistic, incomplete, inaccurate, or noncurrent cost proposal information pricing data.

6. REFERENCES:

- a. The following are a list of references and web sites that the contractor may use evaluating his own capabilities to satisfy the requirements of this contract. Providing this information by the Government does not relieve the contractor from having to secure his own evaluation reference information and determining his true capabilities for successfully completing the requirements herein.
- b. The Installation Action can be reviewed at the Contracting Division office located at 696 Virginia Road, Concord, Ma.
- c. Web sites <http://www.army.mil/USARC> and <http://www.isr.pentagon.mil> provide information relative to the other technical elements.

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52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the

basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)